

| ORDER FOR SUPPLIES OR SERVICES   |  |   |   |   |  |  |   |   |  | PAGE 1 OF 14  |  |  |
|--|--|---|---|---|--|--|---|---|--|---|--|--|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br><div style="border: 1px solid black; padding: 2px;">DAAE20-03-P-0452</div>  |  |   | 2. DELIVERY ORDER/CALL NO.  |   | 3. DATE OF ORDER/CALL (YYYYMMDD)<br><div style="border: 1px solid black; padding: 2px;">2003JUN30</div>                                |  | 4. REQUISITION/PURCH REQUEST NO.<br><div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>              |   | 5. PRIORITY<br><div style="border: 1px solid black; padding: 2px;">DOA5</div>  |   |  |  |
| 6. ISSUED BY<br>TACOM-ROCK ISLAND<br>AMSTA-AQ-ARCC<br>MISSY WITT (309)782-3743<br>ROCK ISLAND IL 61299-7630<br>EMAIL: WITTM@RIA.ARMY.MIL   |  |   | CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div> |   | 7. ADMINISTERED BY (If other than 6)<br>DCMA PHILADELPHIA<br>700 ROBBINS AVENUE BLDG 4-A<br>PO BOX 11427<br>PHILADELPHIA PA 19111-0427 |  |   | CODE <div style="border: 1px solid black; padding: 2px;">S3915A</div> |  | 8. DELIVERY FOB<br><div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> DESTINATION<br/><input type="checkbox"/> OTHER<br/>(See Schedule if other)</div> |  |  |
| 9. CONTRACTOR<br><div style="border: 1px solid black; padding: 2px;">ILC MANUFACTURED PRODUCTS DIVISION<br/>TWO MOONWALKER ROAD<br/>FREDERICA, DE. 19946</div>   |  |   | CODE <div style="border: 1px solid black; padding: 2px;">09JX4</div>  |   | FACILITY <div style="border: 1px solid black; padding: 2px;"></div>  |  | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br><div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div> |   | 11. X IF BUSINESS IS<br><div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL<br/><input type="checkbox"/> SMALL<br/>DISADVANTAGED<br/><input type="checkbox"/> WOMAN-OWNED</div> |   |  |  |
| NAME AND ADDRESS<br><div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Large Business Performing in U.S.</div>   |  |   | 12. DISCOUNT TERMS  |   | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br><div style="border: 1px solid black; padding: 2px;">See Block 15</div>                    |  |   |   |  |   |  |  |
| 14. SHIP TO<br><div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>  |  |   | CODE <div style="border: 1px solid black; padding: 2px;"></div>       |   | 15. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266         |  |   |   | CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>  |   | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 |  |
| 16. TYPE OF ORDER  |  | DELIVERY/ CALL  |   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.                |  |  |   |   |  |   |  |  |
| PURCHASE   |  | <input checked="" type="checkbox"/>   |   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.<br>furnish the following on terms specified herein. |  |  |   |   |  |   |  |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.  |  |   |   |   |  |  |   |   |  |   |  |  |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div> |  |   |   |   |  |  |   |   |  |   |  |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br><div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>  |  |   |   |   |  |  |   |   |  |   |  |  |
| 18. ITEM NO.   |  | 19. SCHEDULE OF SUPPLIES/SERVICE  |   |   |  | 20. QUANTITY ORDERED/ ACCEPTED*  |   | 21. UNIT  | 22. UNIT PRICE   |   | 23. AMOUNT   |  |
|  |  | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |   |   |  |  |   |   |  |   |  |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.  |  |   |   |   | 24. UNITED STATES OF AMERICA<br>JOYCE L KLEIN /SIGNED/<br>KLEINJ@RIA.ARMY.MIL/2003JUN30<br>BY: _____ CONTRACTING/ORDERING OFFICER      |  |   |   |  | 25. TOTAL<br><div style="border: 1px solid black; padding: 2px;">\$77,250.00</div>  |  |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>  |  |   |   |   |  |  |   |   |  |   |  |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |   |   |  | c. DATE (YYYYMMDD)   |   | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE     |  |   |  |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |   |   |  | 28. SHIP. NO.  |   | 29. D.O. VOUCHER NO.  |  | 30. INITIALS  |  |  |
| f. TELEPHONE NUMBER  |  | g. E-MAIL ADDRESS   |   |   |  | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL   |   | 32. PAID BY   |  | 33. AMOUNT VERIFIED CORRECT FOR   |  |  |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.  |  |   |   |   |  | 31. PAYMENT<br><div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE<br/><input type="checkbox"/> PARTIAL<br/><input type="checkbox"/> FINAL</div> |   |   |  | 34. CHECK NUMBER  |  |  |
| a. DATE (YYYYMMDD)   |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |   |   |  |  |   |   |  | 35. BILL OF LADING NO.  |  |  |
| 37. RECEIVED AT  |  | 38. RECEIVED BY (Print)   |   | 39. DATE RECEIVED (YYYYMMDD)  |  | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NUMBER  |  | 42. S/R VOUCHER NO.   |  |  |

|                                  |  |                            |
|----------------------------------|--|----------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-03-P-0452      <b>MOD/AMD</b></p> | <p><b>Page 2 of 14</b></p> |
|----------------------------------|--|----------------------------|

**Name of Offeror or Contractor:** ILC MANUFACTURED PRODUCTS DIVISION

SUPPLEMENTAL INFORMATION

THE PURCHASE ORDER FORMALIZES LETTER AWARD DAAE20-03-P-0452, DATED JUNE 30, 2003. THIS AWARD IS FOR 75,000 BAGS, INLET VALVE BODY, NSN: 4820-01-B15-1072, P/N: 5-1-1054, FOB DESTINATION.

PACKAGING SHALL BE IN ACCORDANCE WITH SPECIAL PACKAGING INSTRUCTIONS (SPI) P5-1-1054, ATTACHMENT 002. THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES. THE PALLET NEEDS THE DD250'S AND MSLs IN ACCORDANCE WITH MIL-STD-129 REQUIREMENTS. THE CONTAINERS NEED TO BE PLACED ON THE PALLET SO THAT THE MARKING LABEL ON THE EXTERIOR BOX SHOWS THROUGH THE SHRINK WRAP. THE MARKING BOARD SHOULD CONTAIN A STATEMENT "DD250 ECNLOSED" OR "RECEIPT INFORMATION ENCLOSED".

NOTICE OF REVISION (NOR) Y73-0147 IS INCORPORATED AS ATTACHMENT 005.

CONTRACTOR'S LETTER, DATED JULY 10, 2003, IS INCORPORATED AS ATTACHMENT 006.

| *** END OF NARRATIVE A 001 ***   |  |          |
|--|--|----------|
| Regulatory Cite  | Title  | Date     |
| 1 HQ, DA   | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.  |  |          |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.  |  |          |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. |  |          |
| (End of Clause)  |  |          |

(AA7020)

|  |                         |                                 |          |
|--|-------------------------|---------------------------------|----------|
| 2  | 52.201-4501<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.  |                         |                                 |          |
| b. If you think that this solicitation:  |                         |                                 |          |
| 1. has inappropriate requirements; or  |                         |                                 |          |
| 2. needs streamlining; or  |                         |                                 |          |
| 3. should be changed   |                         |                                 |          |
| you should first contact the buyer or the Procurement Contracting Officer (PCO).   |                         |                                 |          |
| c. The buyer's name, phone number and address are on the cover page of this solicitation.  |                         |                                 |          |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: |                         |                                 |          |
| U.S. Army TACOM-RI<br>AMSTA-AQ-AR (OMBUDSMAN)  |                         |                                 |          |

Name of Offeror or Contractor: ILC MANUFACTURED PRODUCTS DIVISION

Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

352.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL  
TACOM-RI SPECIFICATIONS AND STANDARDSDEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

| CONTINUATION SHEET  | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-03-P-0452 MOD/AMD | Page 4 of 14 |
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| Name of Offeror or Contractor: ILC MANUFACTURED PRODUCTS DIVISION |   |              |

(End of clause)

(AS7008)

|   |             |                           |          |
|---|-------------|---------------------------|----------|
| 4 | 52.233-4503 | AMC-LEVEL PROTEST PROGRAM | JUN/1998 |
|   | TACOM-RI    |                           |          |

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

|   |             |  |          |
|---|-------------|--|----------|
| 5 | 52.246-4538 | AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS | JUN/1998 |
|   | TACOM-RI    | DELETED 24 APR 03 WITHOUT REPLACEMENT                            |          |

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

**Name of Offeror or Contractor:** ILC MANUFACTURED PRODUCTS DIVISION

| ITEM NO    | SUPPLIES/SERVICES   | QUANTITY    | UNIT     | UNIT PRICE | AMOUNT |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
|------------|---|-------------|----------|------------|--------|----------|-------|-----|----------------|--------|---|--|---|------------|----------|----------|-----|-------|-------------|-----|-------|-------------|-----|--------|-------------|-----|--------|-------------|-----|--------|-------------|-------|----|------------|--------------|
|            | SUPPLIES OR SERVICES AND PRICES/COSTS   |             |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 0001       | NSN: 4820-01-509-5498<br>FSCM: 81361<br>PART NR: 5-1-1054<br>SECURITY CLASS: Unclassified   |             |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 0001AA     | <u>PRODUCTION QUANTITY</u><br><br>NOUN: BODY, VALVE INLET<br>PRON: S63ZJ624SB      PRON AMD: 05      ACRN: AA<br>AMS CD: 070011<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC                                  SUPPL<br><table><tr><td>REL_CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG_CD</td><td>MARK FOR</td><td>TP_CD</td></tr><tr><td>001</td><td>W58HZ13175A511</td><td>W22PVJ</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td>DEL_REL_CD</td><td>QUANTITY</td><td>DEL_DATE</td></tr><tr><td>001</td><td>5,000</td><td>30-JUL-2003</td></tr><tr><td>002</td><td>5,000</td><td>29-AUG-2003</td></tr><tr><td>003</td><td>20,000</td><td>30-SEP-2003</td></tr><tr><td>004</td><td>30,000</td><td>30-OCT-2003</td></tr><tr><td>005</td><td>15,000</td><td>28-NOV-2003</td></tr></table><br>FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W22PVJ)    XU GENERAL SUPPLY STORAGE POINT<br>BLUE GRASS ARMY DEPOT<br>2091 KINGSTON HWY<br>RICHMOND                                  KY 40475-5000<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-03-P-0452/0000 | REL_CD      | MILSTRIP | ADDR       | SIG_CD | MARK FOR | TP_CD | 001 | W58HZ13175A511 | W22PVJ | J |  | 1 | DEL_REL_CD | QUANTITY | DEL_DATE | 001 | 5,000 | 30-JUL-2003 | 002 | 5,000 | 29-AUG-2003 | 003 | 20,000 | 30-SEP-2003 | 004 | 30,000 | 30-OCT-2003 | 005 | 15,000 | 28-NOV-2003 | 75000 | BG | \$ 1.03000 | \$ 77,250.00 |
| REL_CD     | MILSTRIP  | ADDR        | SIG_CD   | MARK FOR   | TP_CD  |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 001        | W58HZ13175A511  | W22PVJ      | J        |            | 1      |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| DEL_REL_CD | QUANTITY  | DEL_DATE    |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 001        | 5,000   | 30-JUL-2003 |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 002        | 5,000   | 29-AUG-2003 |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 003        | 20,000  | 30-SEP-2003 |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 004        | 30,000  | 30-OCT-2003 |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |
| 005        | 15,000  | 28-NOV-2003 |          |            |        |          |       |     |                |        |   |  |   |            |          |          |     |       |             |     |       |             |     |        |             |     |        |             |     |        |             |       |    |            |              |

|                           |  |                            |
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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-03-P-0452 <b>MOD/AMD</b> | <b>Page</b> 6 <b>of</b> 14 |
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**Name of Offeror or Contractor:** ILC MANUFACTURED PRODUCTS DIVISION

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| 6 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |
|---|-------------------------|------------------------|----------|

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 5-1-1054 with revisions in effect as of 16 MAY 97 (except as follows):

SEE ATTACHMENTS 002-004

(CS6100)

|   |                       |                          |          |
|---|-----------------------|--------------------------|----------|
| 7 | 52.248-4502<br>SBCCOM | CONFIGURATION MANAGEMENT | MAY/2002 |
|---|-----------------------|--------------------------|----------|

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7112)

INSPECTION AND ACCEPTANCE

|    |           |   |          |
|----|-----------|---|----------|
| 8  | 52.246-2  | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996 |
| 9  | 52.246-16 | RESPONSIBILITY FOR SUPPLIES               | APR/1984 |
| 10 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999 |

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

| Title | Number | Date      | Tailoring  |
|-------|--------|-----------|------------|
| ISO   | 9002   | 18 JUL 94 | UNTAILORED |

(End of clause)

(EF6002)

|    |             |   |          |
|----|-------------|---|----------|
| 11 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|----|-------------|---|----------|

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-03-P-0452      <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 7 <b>of</b> 14</p> |
|---|--|---|

**Name of Offeror or Contractor:** ILC MANUFACTURED PRODUCTS DIVISION

TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

|    |             |                                       |          |
|----|-------------|---------------------------------------|----------|
| 12 | 52.246-4531 | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | MAR/2001 |
|    | TACOM-RI    |                                       |          |

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

|   |   |              |
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(End of clause)

(ES7002)

|    |             |                     |          |
|----|-------------|---------------------|----------|
| 13 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
|    | TACOM-RI    |                     |          |

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

#### DELIVERIES OR PERFORMANCE

|    |             |   |          |
|----|-------------|---|----------|
| 14 | 52.247-34   | F.O.B. DESTINATION                        | NOV/1991 |
| 15 | 52.247-48   | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| 16 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER          | MAY/1993 |
|    | TACOM-RI    |   |          |

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)



|  |   |                            |
|--|---|----------------------------|
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## CONTRACT ADMINISTRATION DATA

|             |               |             |             |                                  |           |    |  |      |        | JOB           |                |               |           |
|-------------|---------------|-------------|-------------|----------------------------------|-----------|----|--|------|--------|---------------|----------------|---------------|-----------|
| LINE        | PRON/         | OBLG        |             |                                  |           |    |  |      |        | ORDER         | ACCOUNTING     | OBLIGATED     |           |
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |           |    |  |      |        | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> |           |
| 0001AA      | S63ZJ624SB    | AA          | 2           | 97                               | X4930AC61 | 6N |  | 26FB | S19130 |               | W13G07         | \$            | 77,250.00 |
| 070011      |               |             |             |                                  |           |    |  |      |        |               |                |               |           |
|             |               |             |             |                                  |           |    |  |      |        |               | TOTAL          | \$            | 77,250.00 |

| SERVICE     |                      |                                  |           |    |             | ACCOUNTING     | OBLIGATED     |
|-------------|----------------------|----------------------------------|-----------|----|-------------|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |           |    |             | <u>STATION</u> | <u>AMOUNT</u> |
| Army        | AA                   | 97                               | X4930AC61 | 6N | 26FB S19130 | W13G07         | \$ 77,250.00  |
|             |                      |                                  |           |    |             | TOTAL          | \$ 77,250.00  |

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SPECIAL CONTRACT REQUIREMENTS

|    |              |                                   |          |
|----|--------------|-----------------------------------|----------|
| 17 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
|    | DFARS        |                                   |          |

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|    |              |  |          |
|----|--------------|--|----------|
| 18 | 52.202-1     | DEFINITIONS  | DEC/2001 |
| 19 | 52.211-5     | MATERIAL REQUIREMENTS  | AUG/2000 |
| 20 | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| 21 | 52.222-19    | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES  | SEP/2002 |
| 22 | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999 |
| 23 | 52.222-26    | EQUAL OPPORTUNITY  | APR/2002 |
| 24 | 52.222-35    | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| 25 | 52.222-36    | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998 |
| 26 | 52.222-37    | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| 27 | 52.225-13    | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUL/2000 |
| 28 | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION   | MAY/1999 |
| 29 | 52.243-1     | CHANGES - FIXED PRICE  | AUG/1987 |
| 30 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
|    | DFARS        |  |          |
| 31 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | NOV/2001 |
|    | DFARS        |  |          |
| 32 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
|    | DFARS        |  |          |
| 33 | 252.242-7000 | POSTAWARD CONFERENCE   | DEC/1991 |
|    | DFARS        |  |          |
| 34 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
|    | DFARS        |  |          |
| 35 | 52.209-6     | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

|                           |  |                      |
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(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

36      52.222-20      WALSH-HEALEY PUBLIC CONTRACTS ACT      DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

37      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

38      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      FEB/2003  
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

|                           |   |                      |
|---------------------------|---|----------------------|
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(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                        | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|-------------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | LETTER AWARD                        | 30-JUN-2003 | 1PG                              |                       |
| Attachment 002                   | SPECIAL PACKAGING INSTRUCTION (SPI) | 25-JUN-2003 | 2PG                              |                       |
| Attachment 003                   | SCOPE OF WORK (SOW)                 |             | 2PG                              |                       |
| Attachment 004                   | INLET VALVE BODY DRAWING 5-1-1054   |             | 1PG                              |                       |
| Attachment 005                   | NOTICE OF REVISION (NOR) Y73-0147   | 24-JUN-2003 | 1PG                              |                       |
| Attachment 006                   | CONTRACTOR'S LETTER                 | 10-JUL-2003 | 1PG                              |                       |